

**EXPRESS WORLDWIDE**  
IntraShip

**DOX** **DHL**

From Bär & Karrer AG  
Peter Hsu 058 261 52 38  
Brandschenkestrasse 90  
Postfach 1548  
8027 Zürich  
CH SWITZERLAND

Origin  
**ZRH**

To Epiq Bankruptcy Solutions, LLC  
Ms. Lauren Rodriguez  
757 Third Avenue, 3rd Floor  
New York, NY 10017  
**10017 NEW YORK NEW YORK**  
**US UNITED STATES OF**  
**AMERICA**

Phone:  
001 800 314 55  
50

**JFKL US-ZYP-TS2**

Day Time

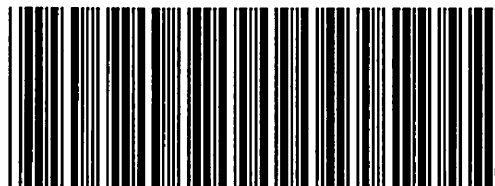
Ref code WJ 367674 Piece Weight: 0.5 kg  
Account No 150041953 Pickup date: 2014-06-16

Piece  
**1/1**

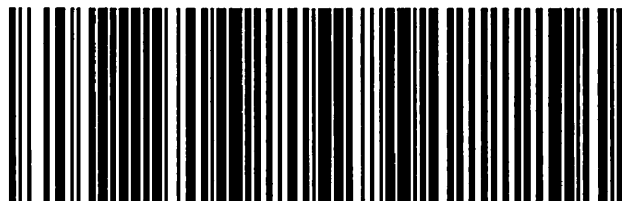
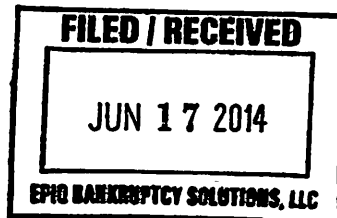
Content / Commerce Control Statement / RC

Business Documents

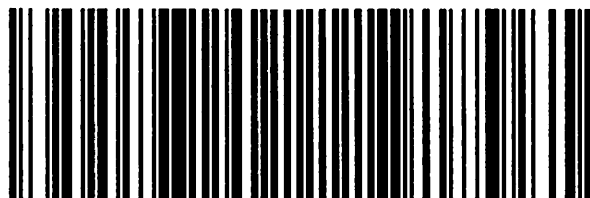
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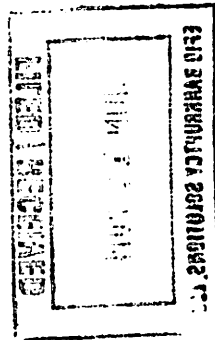
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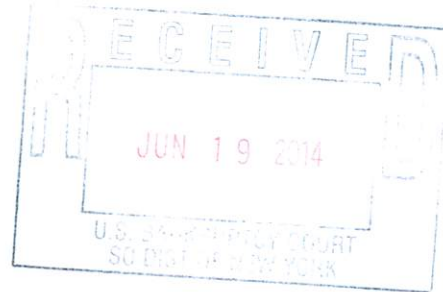
(2L)US10017+42000000



(JJ)D01 4600 0000 5333 3984



**Dr. Peter Hsu**  
Rechtsanwalt, LL.M.  
+41 58 261 53 94  
peter.hsu@baerkarrer.ch



**BÄR  
& KARRER**

**By courier**

Epiq Bankruptcy Solutions, LLC  
Attn: Lehman Brothers Holdings Claims  
Processing  
757 Third Avenue, 3<sup>rd</sup> Floor  
New York, NY 10017  
USA

Zurich, 16 June 2014  
367674/312/nlt/bt23657105.doc

**Bank J. Safra Sarasin Ltd**  
**Partial Transfer of Claim other than for Security, Epiq Claim No. 51762/**  
**ISIN No. ANN5214R2059**

Dear Madam, dear Sir,

On behalf of the transferee Bank J. Safra Sarasin Ltd, I am sending you enclosed an original completed 210A transfer form (Enclosure 1), including copy of the evidence of transfer of claim regarding the partial transfer of claim no. 51762 against Lehman Brothers Holdings Inc.

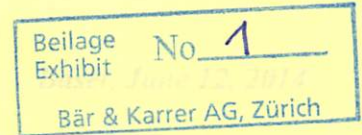
The transferor is HSBC Private Bank (Suisse) S.A. ("**HSBC**").

Furthermore, please find in Enclosure 2 a copy of the Proof of Claim form originally filed by HSBC for information purposes only.

Sincerely yours,

Peter Hsu

Enclosures



Form 210A (10/06)

**United States Bankruptcy Court  
Southern District Of New York**

In re Lehman Brothers Holdings Inc., et al.,

Case Nos. 08-13555 (JMP)  
(Jointly Administered)

**NOTICE OF PARTIAL TRANSFER OF CLAIM OTHER THAN FOR  
SECURITY, PURSUANT TO FED. R. BANKR. P. 3001(e)(2)**

A CLAIM HAS BEEN FILED IN THIS CASE, by HSBC Private Bank (Suisse) S.A., Geneva (the "Transferor"), against Lehman Brothers Holdings Inc., which has been designated as Claim No. 51762 (the "Claim"). Transferee (as that term is defined below) hereby gives evidence and notice, pursuant to Fed. R. Bankr. P. Rule 3001(e)(2), of the transfer, other than for security, of a ratable portion of the Claim, in the amount of 500 Units (the "Transferred Portion"). For the avoidance of doubt, the Transferred Portion relates to ISIN ANN5214R2059 only. Transferor is retaining the remaining portion of the Claim. A copy of the Agreement and Evidence of Transfer of Claim (the "Evidence of Transfer") is attached hereto as Exhibit "A" and is incorporated by reference.

Name of Transferee

Bank J. Safra Sarasin Ltd

**Name and Address where notices to Transferee  
should be sent:**

Bär & Karrer AG  
Brandschenkestrasse 90  
CH-8027 Zurich  
Switzerland  
Attn: Peter Hsu  
Tel.: +41 58 261 50 00

**- with a copy to -**

Bank J. Safra Sarasin Ltd  
Elisabethenstrasse 62  
P.O. Box  
CH-4002 Basel  
Switzerland  
Attn: Frank Link, Senior Legal Counsel, Legal Front-  
and Back-Office Functions  
Tel.: +41 (0) 58 317 45 83  
Patrick Gribi, Head Legal Front- and Back-Office  
Functions  
Tel.: +41 (0) 58 317 40 67

Name of Transferor

HSBC Private Bank (Suisse) S.A.,  
Geneva

**Name and Address where notices  
to Transferor should be sent:**

HSBC Private Bank (Suisse) S.A.,  
| Quai des Bergues 9-17  
| PO Box 2888  
CH - 1211 Geneva 1  
Attn: TITCC-Corporate Actions  
Phone: +41(0)58.705.55.48

Last Four Digits of Acct #: 4002

Last Four Digits of Acct. #: N/A

Name and Address where transferee payments  
should be sent (if different from above):

Bank J. Safra Sarasin Ltd

Elisabethenstrasse 62

P.O. Box

CH-4002 Basel

Switzerland

Attn: Frank Link, Senior Legal Counsel, Legal Front-  
and Back-Office Functions

Tel.: +41 (0) 58 317 45 83

Patrick Gribi, Head Legal Front- and Back-Office  
Functions

Tel.: +41 (0) 58 317 40 67

Court Claim # (if known): 51762

Date Claim Filed: October 28, 2009

Transferred Portion: 500 (units)

I declare under penalty of perjury that the information provided in this notice is true and correct  
to the best of my knowledge and belief.

By: f. Link  
Transferee

Date: 12 June 2014

Name: Frank Link  
Title: Vice President

By: P. Gribi  
Transferee

Date: 12 June 2014

Name: Patrick Gribi  
Title: Executive Director

*Penalty for making a false statement:* Fine of up to \$500,000 or imprisonment for up to 5 years,  
or both. 18 U.S.C §§ 152 & 3571.

**Exhibit A**

Schedule 1

**Lehman Programs Securities Related to Transferred Portion of Claim:**

<b>ISIN</b>	<b>Court Claim #</b>	<b>Date Claim Filed</b>	<b>Issuer</b>	<b>Currency and nominal amount or Units</b>
ANN5214R2059	51762	10/28/2009	LEHMAN BROTHERS SECURITIES NV	-500- UNITS



AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY

**TO: THE DEBTOR AND THE BANKRUPTCY COURT**

For value received, the adequacy and sufficiency of which are hereby acknowledged, HSBC PRIVATE BANK (SUISSE) S.A., Geneva ("Transferor") unconditionally and irrevocably transferred to BANK J. SAFRA SARASIN LTD, Basel ("Transferee") all of its right, title, interest, claims and causes of action in and to or arising under or in connection with the portion of its claim (Claim No. 51762), the nominal amounts and relating securities with International Securities Identification Number listed on Schedule I hereto against Lehman Brothers Holdings, Inc. (the "Debtor"), Chapter 11 Case No.: 08-13555 (JMP) (Jointly Administered), United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").

Transferor hereby waives any objection to the transfer of the claim to Transferee on the books and records of the Debtor and the Bankruptcy Court and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Transferor acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Transferor regarding the transfer of the foregoing claim and recognizing the Transferee as the sole owner and holder of the claim. Transferor further directs the Debtor, the Bankruptcy Court and all other interested parties that all further notices relating to the claim, and all payments or distributions of money or property in respect of claim, shall be delivered or made to the Transferee.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this day of:

Date: 29 April 2014

**Transferor**

HSBC PRIVATE BANK (SUISSE) S.A.

Quai des Bergues 1 / P.O. Box 2888

CH- 1211 Geneva 1

Signature(s):   
Giorgio Gagliani  
Associate Director

Signature(s):   
Yaron Betzalet


Date: 22 May 2014

**Transferee**

BANK J. SAFRA SARASIN LTD

Elisabethenstrasse 62

CH – 4002 Basel

Signature(s):   
FRANK LINK

Signature(s):   
Patrick Gribi



**United States Bankruptcy Court/Southern District of New York**Lehman Brothers Holdings Claims Processing Center  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, P.O. Box 5076  
New York, NY 10150-5076**LEHMAN SECURITIES PROGRAMS  
PROOF OF CLAIM**Filed: USBC - Southern District of New York  
Lehman Brothers Holdings Inc., Et Al.  
08-13555 (JMP) 0000051762In Re: Chapter 11  
Lehman Brothers Holdings Inc., et al.,  
Debtors. Case No. 08-13555 (JMP)  
(Jointly Administered)Note: This form may not be used to file claims other than those based  
on Lehman Programs Securities as listed on [http://www.lehman-  
docket.com](http://www.lehman-<br/>docket.com) as of July 17, 2009Name and address of Creditor: (and name and address where notices should be sent if different from  
Creditor)HSBC Private Bank (Suisse) SA, Quai General-Guisan 2, 1211 Geneva 3, Switzerland  
Contact : Jacques Durouvenoz, Securities Department Manager☐ Check this box to indicate that this  
claim amends a previously filed claim.Court Claim Number: \_\_\_\_\_  
(If known)

Filed on: \_\_\_\_\_

Telephone number: 0041-58-705 5555 Email Address: gva.corporate.actions@hsbcpb.com

Name and address where payment should be sent (if different from above)

[Please provide]

☐ Check this box if you are aware that  
anyone else has filed a proof of claim  
relating to your claim. Attach copy of  
statement giving particulars.

Telephone number: [Please provide] Email Address: [Please provide]

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: See attached☒ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): See attached

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference  
number:See attached

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholder Clearstream Bank : 53414

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date: 27<sup>th</sup>  
October  
2009 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of  
the creditor or other person authorized to file this claim

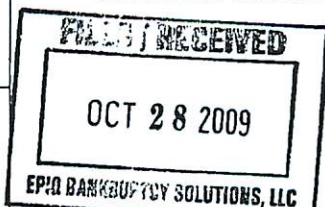
Name: Christine Lynch

Name: Yves Carel

Title: Head Business Management

Title: Senior Legal Adviser

FOR COURT USE ONLY



Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
In re: Chapter 11  
Lehman Brothers Holdings Inc., *et al.* Case No. 08-13555 (JMP)  
(Jointly Administered)  
Debtors.  
-----X

**ANNEX TO PROOF OF CLAIM OF  
HSBC Private Bank (Suisse) SA, - Geneva Office -, Switzerland**

1. Claimant. HSBC Private Bank (Suisse) S.A. – Geneva Office (the "**Claimant**"), hereby files the accompanying proof of claim (the "**Proof of Claim**") against Lehman Brothers Holdings Inc. (the "**Debtor**"), a debtor and debtor in possession in the above-referenced chapter 11 cases. The Claimant holds claims against the Debtor arising from certain transactions that occurred prior to September 15, 2008 (the "**Petition Date**"), as described more fully below.

2. Transactions Between the Parties. The Claimant is the holder of certain securities and/or is acting on behalf of the holders of certain securities in each case guaranteed by the Debtor (each a "**Program Security**" and, together, the "**Program Securities**") and identified on the list of Lehman Program Securities, which is available on the Debtors' website, <http://www.lehman-docket.com> under the heading "Key Documents." The International Securities Identification Number ("**ISIN**") identifying each Program Security, along with the respective Clearstream Bank blocking reference number relating to the Program Securities, is detailed on Exhibit 1 attached hereto. Furthermore, the Debtor guaranteed the payment of all liabilities, obligations and commitments of certain Guaranteed Subsidiaries pursuant to those certain board resolutions adopted by the Executive Committee of the Debtor's Board of Directors

attached hereto as Exhibit 2, including but not limited to those certain resolutions adopted by unanimous written consent on June 9, 2005 and certain other guarantees extended to affiliates of the Debtor and/or Lehman related entities (together the "2005 Guaranty").

3. Claim. On account of the Program Securities and pursuant to and in accordance with the terms of the documentation relating to the Program Securities and/or, where relevant, the 2005 Guaranty, the Claimant hereby asserts a claim against the Debtor in respect of all obligations and liabilities of the Debtor in respect of the Program Securities in an amount to be determined, plus all other interest, costs, fees and expenses allowed under applicable law (the "Claim"). An itemization of certain amounts comprising the Claim are set forth on Exhibit 1 attached hereto.

4. Security Interests and Priority Status. The Claim is filed as a general unsecured claim, without any prejudice to any and all rights of the Claimant to assert that any portion of the Claim is entitled to administrative priority under Sections 503 and 507 of the Bankruptcy Code.

5. Claims, Counterclaims, Setoffs and Defenses. The Claim is not subject to any known claims, counterclaims, setoffs or defenses by the Debtor. The Claimant also reserves any and all rights of setoff and recoupment that the Claimant or any of its affiliates may have against the Debtor or its related entities.

6. Reservation of Rights. The execution and filing of this Proof of Claim is not and shall not be deemed: (a) a waiver or release of the Claimant's rights against any other entity or person liable for all or any part of the Claim asserted herein; (b) a consent by the Claimant to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the Claim, any objection or other proceedings commenced with respect

thereto or any other proceedings commenced in this case against or otherwise involving the Claimant; (d) a waiver or release by the Claimant of its right to trial by jury, or a consent by the Claimant to a trial by jury, in this Court or any other court; (e) a waiver of any right to the subordination, in favor of the Claimant, of indebtedness or liens held by any creditors of the Debtor or any of its affiliates; (f) an election of remedies which waives or otherwise affects any other remedy; (g) waiver of the Claimant's rights to assert that no claims hereunder have been or may be discharged and to file other claims which are not covered by this Proof of Claim; or (h) a waiver of the Claimant's rights, if any, of arbitration, to the extent provided by any applicable agreements with the Debtor or its affiliates.

7. Amendments. The Claimant expressly reserves its right to file any separate or additional proofs of claim with respect to the Claim set forth herein or otherwise (which proofs of claim, if so filed, shall not be deemed to supersede this proof of claim unless expressly so stated therein), to amend or supplement this Proof of Claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional amounts or for any other reason.

## EXHIBIT 1

Accountholder's Clearstream Bank Account Number: 53'414 - HSBC PRIVATE BANK (SUISSE) SA GENEVA

	ISIN	Issuer	Clearstream Bank blocking reference number	Currency	Units	Outstanding Principal (Original Currency)	Interest (Original Currency)	Total (Original Currency)	Exchange Rate	Outstanding Principal (USD)	Interest (USD)	Total (USD)
1	ANN521338783	LEHMAN BROTHERS SECURITIES NV	CA03340	USD	94	-	-	(a) 772'967		772'967	-	772'967
2	ANN521446406	LEHMAN BROTHERS SECURITIES NV	CA03358	USD	55	-	-	(b) 381'394		381'394	-	381'394
3	ANN5214R2059	LEHMAN BROTHERS SECURITIES NV	CA03377	USD	500	-	-	UNDETERMINATED		UNDETERMINATED	-	UNDETERMINATED
4	XS0220152069	LEHMAN BROTHERS TREASURY BV	CA03351	EUR		90'000	252	90'252	1.4281	128'529	359	128'888
5	XS0284874549	LEHMAN BROTHERS TREASURY BV	CA03336	GBP		12'534'000	-	12'534'000	1.7946	22'493'516	-	22'493'516
6	XS0271141565	LEHMAN BROTHERS TREASURY BV	CA03339	GBP		10'353'000	-	10'353'000	1.7946	18'579'494	-	18'579'494
7	XS0276072682	LEHMAN BROTHERS TREASURY BV	CA03353	EUR		70'000	-	70'000	1.4281	99'967	-	99'967
8	XS0277470943	LEHMAN BROTHERS TREASURY BV	CA03341	USD		350'000	-	350'000		350'000	-	350'000
9	XS0278755052	LEHMAN BROTHERS TREASURY BV	CA03354	USD		3'450'000	-	3'450'000		3'450'000	-	3'450'000
10	XS0282978666	LEHMAN BROTHERS UK CAP FUNDING IV LP	CA03355	EUR		1'433'000	32'508	1'465'508	1.4281	2'048'467	46'424	2'094'891
11	XS0284024816	LEHMAN BROTHERS SECURITIES NV	CA03356	USD		7'000'000	-	7'000'000		7'000'000	-	7'000'000
12	XS0296595910	LEHMAN BROTHERS SECURITIES NV	CA03367	USD		5'825'000	-	5'825'000		5'825'000	-	5'825'000
13	XS0298892434	LEHMAN BROTHERS TREASURY BV	CA03375	HKD		3'000'000	54'762	3'054'762	7.7911	385'055	7'029	392'084
14	XS0299701655	LEHMAN BROTHERS TREASURY BV	CA03379	USD		850'000	-	850'000		850'000	-	850'000
15	XS0301813522	LEHMAN BROS UK CAPITAL FUNDING V LP	CA03378	USD		7'801'000	155'500	7'956'500		7'801'000	155'500	7'956'500
16	XS0313080896	LEHMAN BROTHERS SECURITIES NV	CA03380	USD		240'000	-	240'000		240'000	-	240'000
17	XS0313928029	LEHMAN BROTHERS SECURITIES NV	CA03381	USD		300'000	-	300'000		300'000	-	300'000
18	XS0314871293	LEHMAN BROTHERS SECURITIES NV	CA03382	GBP		10'418'000	-	10'418'000	1.7946	18'696'143	-	18'696'143
19	XS0320100323	LEHMAN BROTHERS TREASURY BV	CA03391	USD		650'000	-	650'000		650'000	-	650'000
20	XS0322064840	LEHMAN BROTHERS TREASURY BV	CA03466	EUR		1'400'000	-	1'400'000	1.4281	1'999'340	-	1'999'340
21	XS0324584670	LEHMAN BROTHERS TREASURY BV	CA03400	USD		250'000	10'000	260'000		250'000	10'000	260'000
22	XS0325475084	LEHMAN BROTHERS TREASURY BV	CA03401	USD		30'000	-	30'000		30'000	-	30'000
23	XS0326476693	LEHMAN BROTHERS TREASURY BV	CA34353	GBP		19'110'000	-	19'110'000	1.7946	34'294'806	-	34'294'806
24	XS0327728464	LEHMAN BROTHERS SECURITIES NV	CA03338	EUR		300'000	42'150	342'150	1.4281	428'430	60'194	488'624
25	XS0328064810	LEHMAN BROTHERS SECURITIES NV	CA03408	USD		35'000	2'975	37'975		35'000	2'975	37'975
26	XS0329670946	LEHMAN BROTHERS TREASURY BV	CA03456	AUD		3'450'000	-	3'450'000	0.8135	2'806'575	-	2'806'575
27	XS0367880548	LEHMAN BROTHERS TREASURY BV	CA03457	USD		5'000'000	-	5'000'000		5'000'000	-	5'000'000
28	XS0384898440	LEHMAN BROTHERS TREASURY BV	CA03458	EUR		10'000'000	-	10'000'000	1.4281	14'281'000	-	14'281'000
Total amount of Claim (In USD)										149'557'164		

- (a) calculation = number of units : 94 x USD 8'223.05 (market price as of Sept. 12, 2008)  
 (b) calculation = number of units : 55 x USD 6'934.43 (market price as of Sept. 12, 2008)

Exchange rates against USD as of September 15, 2008 (source Reuters)

AUD/USD 0.8135  
 HKD/USD 7.7911  
 GBP/USD 1.7948  
 EUR/USD 1.4281

**EXHIBIT 2**

- Unanimous Written Consent of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc. dated 9 June 2005
- Guarantee of Lehman Brothers Holdings Inc. dated January 4, 2008



06/08/2005 16:41 LEHMAN → 916467582653

NO. 504 001

**UNANIMOUS WRITTEN CONSENT OF THE  
EXECUTIVE COMMITTEE OF THE  
BOARD OF DIRECTORS OF  
LEHMAN BROTHERS HOLDINGS INC.**

The undersigned, being both members of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by unanimous written consent in lieu of a meeting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware:

**WHEREAS**, the Corporation has previously authorized by specific resolution, which authority has not been revoked (the "Outstanding Guarantee Resolutions"), the guarantee of all or specified obligations and liabilities of certain direct and indirect subsidiaries of the Corporation, each of which is a "Guaranteed Subsidiary" as such term is used in the Corporation's Code of Authorities as currently in effect (the "Code"),

**WHEREAS**, certain of the Guaranteed Subsidiaries presently enjoy full guarantees while others have only partial guarantees, and the Corporation now wishes to expand such partial guarantees to full guarantees,

**WHEREAS**, due to the passage of time the names of certain of the Guaranteed Subsidiaries have changed, rendering the Outstanding Guarantee Resolutions out of date to that extent,

**WHEREAS**, the Corporation wishes to clarify that its guarantee of any Guaranteed Subsidiary with respect to any given transaction is not contingent upon the issuance of a signed guarantee pertaining to such transaction,

**WHEREAS**, Management wishes to establish additional Guaranteed Subsidiaries,

**WHEREAS**, Management wishes to specify that to the extent lawful and allowable, guarantees issued by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, so as to secure certain tax and accounting benefits, and

**WHEREAS**, Management believes that it would facilitate the conduct of the business of the Corporation to supersede and replace the various Outstanding Guarantee Resolutions in their entirety with this single document,

**NOW THEREFORE BE IT,**

06-09-05 11:31 JDM INVESTMENTS

ID-2023380294

P.02

DE. 05. 2005 25/05/2005 16:41  
E-MAIL - 316457523633  
E-MAIL + 316457523633

NO. 290 004  
NO. 304 002

**RESOLVED**, that the Corporation hereby fully guarantees the payment of all liabilities, obligations and commitments of the subsidiaries set forth on Schedule A hereto, each of which shall be a Guaranteed Subsidiary for purposes of the Code;

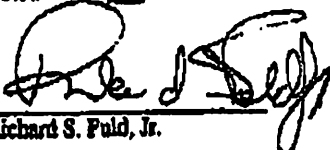
**RESOLVED**, that the Outstanding Guarantee Resolutions are hereby superseded and replaced in their entirety with this single document, provided that any guarantees provided pursuant to the Outstanding Guarantee Resolutions and outstanding on the date hereof, whether in the form of a separately executed individual guarantee or otherwise, shall remain issued, outstanding and valid for all purposes;

**RESOLVED**, that guarantees provided by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, to the extent lawful and allowable, as specified on Schedule A hereto;

**RESOLVED**, that each of the persons listed in the Code (as it may be amended from time to time) as being authorized to approve individual guarantees issued by the Corporation with respect to Guaranteed Subsidiaries, or any proper delegate thereof (collectively, "Authorized Persons"), are hereby authorized, in the name and on behalf of the Corporation, to execute such guarantees in such form as is approved by an attorney of the Corporation and such Authorized Person, subject to any limitations specified herein, his or her execution of each such guarantee to be conclusive evidence of approval thereof; and to do such other acts and things as may be advisable or necessary in order to effect the purposes and intent of these resolutions; and

**FURTHER RESOLVED**, that any and all actions contemplated by the foregoing resolutions and taken by such Authorized Persons prior to the date hereof are hereby ratified, confirmed and approved in all respects.

Dated: June 9, 2005

  
Richard S. Fuld, Jr.

  
John D. Macomber

06/08/2005 16:41 LEHMAN → 916467582653

NO. 504 003

**Schedule A**  
**to LBHI Unanimous Written Consent**  
**dated June 9, 2005**

	<b>Name of Subsidiary</b>	<b>Issue Corporation guarantee from branch located in London, England, to the extent lawful and allowable?</b>
1.	Lehman Brothers Asia Holdings Limited	No
2.	Lehman Brothers Bankhaus A.G.	Yes (London branch of such subsidiary only)
3.	Lehman Brothers Commercial Bank	No
4.	Lehman Brothers Commercial Corporation	No
5.	Lehman Brothers Commercial Corporation Asia Limited	No
6.	Lehman Brothers Equity Finance (Cayman) Limited	No
7.	Lehman Brothers Finance S.A.	No
8.	Lehman Brothers Holdings Plc	Yes
9.	Lehman Brothers International (Europe)	Yes
10.	Lehman Brothers Japan Inc.	No
11.	Lehman Brothers (Luxembourg) Equity Finance S.A.	No
12.	Lehman Brothers (Luxembourg) S.A.	No
13.	Lehman Brothers OTC Derivatives Inc.	No
14.	Lehman Brothers Securities Asia Limited	No
15.	Lehman Brothers Securities N.V.	No
16.	Lehman Brothers Special Financing Inc.	No
17.	Lehman Brothers Treasury Co. B.V.	No
18.	Lehman Re Limited	No

FEB-17-2009 11:51 From:

To: Goldman Sachs Co P.1/2

**GUARANTEE OF LEHMAN BROTHERS HOLDINGS INC.**

To: Standard & Poor's Rating Services  
55 Water Street  
New York, NY 10041

We, Lehman Brothers Holdings Inc., do hereby absolutely and unconditionally guarantee the payment by Lehman Brothers International (Europe) ("Affiliate") of all of Affiliate's liabilities, obligations and commitments (the "Guaranteed Obligations") to any counterparty of Affiliate and such counterparty's successors, endorsees and assigns (collectively, the "Beneficiaries"), as the same shall respectively become due, together with accrued interest and charges, if any, and we agree to reimburse each Beneficiary for all expenses including reasonable attorneys' fees of enforcing or obtaining or endeavoring to enforce or obtain payment thereof.

This Guarantee is absolute and unconditional without limitation as to monetary amount or duration, irrespective of the validity, regularity or enforceability of any agreement or document setting forth a Guaranteed Obligation (each a "Borrower Agreement") against Affiliate (other than as a result of the unenforceability of the applicable Borrower Agreement against the Beneficiary), any waiver or consent by any Beneficiary with respect to any provisions thereof or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor (excluding the defenses of payment and statute of limitations, neither of which is waived); provided, however, that we shall be entitled to exercise any right that Affiliate could have exercised under the applicable Borrower Agreement to cure any default in respect of its obligations under the Borrower Agreement or to setoff, counterclaim or withhold payment in respect of any event of default or similar event in respect of a Beneficiary, but only to the extent such right is provided to Affiliate under the Borrower Agreement. We shall have no right of subrogation with respect to any payments we make under this Guarantee in connection with a Borrower Agreement until all Guaranteed Obligations of Affiliate under that Borrower Agreement are paid in full.

This Guarantee is a guarantee of payment, and not of collection, and each Beneficiary may exercise its rights hereunder against us without first having to take any action against Affiliate, or any other guarantor. We hereby waive diligence, presentment, protest, demand of any kind in connection with the delivery, acceptance, performance, default or enforcement of this Guarantee.

This Guarantee shall be binding upon us, our successors and assigns.

We further agree that this Guarantee shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Guaranteed Obligation or interest thereon is rescinded or must otherwise be restored by or is recovered from a Beneficiary as a preference or fraudulent transfer under the federal Bankruptcy Code or any similar applicable state or foreign law.

FEB-17-2009 11:51 From:

To: Goldman Sachs Co P.2/2

hereunder to us shall be to Lehman Brothers Holdings Inc., Attention: Treasurer, at 745  
Seventh Avenue, New York, New York (Facsimile No. 646-758-3334).

This Guarantee shall be governed by and construed in accordance with the laws of the  
State of New York without giving effect to the conflicts of laws principles thereof.

IN WITNESS WHEREOF, I have hereunto set my hand on January 4, 2008.

LEHMAN BROTHERS HOLDINGS INC.

By: 

Name: James J. Killian III

Title: Vice President

HSBC  Private Bank

Département juridique  
Legal Department

BY DHL EXPRESS

Epic Bankruptcy Solutions, LLC  
Attention: Lehman Brothers Holdings  
Claims Processing  
757 Third Avenue, 3rd Floor  
New York, NY 10017 - USA

Geneva, October 27, 2009  
YCA/gm

Re: Lehman Securities Programs Proof of claim

Dear Madam, dear Sir,

Re: Lehman Securities Programs Proof of claim

We have the pleasure to submitting to you three originals proof of claim and their enclosures, the content of which is self-explanatory.

Furthermore we are enclosing a photocopy of said proofs of claims jointly with a self-addressed envelope for acknowledgement purposes. A DHL Shipment Air Waybill (nbr. 454 7328 796) is further attached hereto allowing you to send us back the proof of claim acknowledgement by completing and signing said DHL Waybill under its section "Shipper" before contacting DHL. Said shipment would be at our charge, our Payor Account N° appearing on the top left of the Waybill.

We wish you a good receipt thereof and remain

Yours very truly,

HSBC PRIVATE BANK (SUISSE) S.A.

   
Y. Carré I. Dufour

End.

HSBC Private Bank (Suisse) SA  
Quai Général-Guisan 2, PO Box 3580  
CH-1211 Geneva 1

T +41 (0) 22 705 55 55  
F +41 (0) 22 705 51 51

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PO BOX 3560  
1211 GENÈVE 3  
CH SWITZERLAND

EPIC BANKRUPTCY SOLUTIONS, LLC  
LEHMAN BROTHERS HOLDINGS  
CLAIMS PROCESSING  
757 THIRD AVENUE, 3RD FLOOR  
10017 NEW YORK New York  
US UNITED STATES OF AMERICA

US-ZYP-

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Ref code: YCA  
Accession No: 150483519  
Plate weight: 0.5 kg  
Pickup date: 2009-10-2

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Content / Commerce Control Statement / RC	
Business documents	
Service	DOU
Invoice ID Type	permanent
	IV
	Customs Value : 0.00 CHF
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1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

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